

#### 4.5 PSP Cover Sheet (Attach to the front of each proposal)

Proposal Title: Water Challenge 2010 Exhibit  
 Applicant Name: San Francisco Bay Model Visitor Center, US Army Corps of Engineers  
 Mailing Address: 2100 Bridgeway, Sausalito, CA 94965  
 Telephone: 415-332-3871  
 Fax: 415-332-0761  
 Email: nrogers@spd.usace.army.mil

Amount of funding requested: \$ 50,500 for 1 years

Indicate the Topic for which you are applying (check only one box).

- |  |   |
|--|---|
| <input type="checkbox"/> Fish Passage/Fish Screens   | <input type="checkbox"/> Introduced Species                 |
| <input type="checkbox"/> Habitat Restoration         | <input type="checkbox"/> Fish Management/Hatchery           |
| <input type="checkbox"/> Local Watershed Stewardship | <input checked="" type="checkbox"/> Environmental Education |
| <input type="checkbox"/> Water Quality               |   |

Does the proposal address a specified Focused Action? yes x no

What county or counties is the project located in? Will travel to counties throughout watershed

Indicate the geographic area of your proposal (check only one box):

- |   |  |
|---|--|
| <input type="checkbox"/> Sacramento River Mainstem  | <input type="checkbox"/> East Side Trib: _____                             |
| <input type="checkbox"/> Sacramento Trib: _____     | <input type="checkbox"/> Suisun Marsh and Bay                              |
| <input type="checkbox"/> San Joaquin River Mainstem | <input type="checkbox"/> North Bay/South Bay: _____                        |
| <input type="checkbox"/> San Joaquin Trib: _____    | <input checked="" type="checkbox"/> Landscape (entire Bay-Delta watershed) |
| <input type="checkbox"/> Delta: _____               | <input type="checkbox"/> Other: _____                                      |

Indicate the primary species which the proposal addresses (check all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> San Joaquin and East-side Delta tributaries fall-run chinook salmon | <input type="checkbox"/> Spring-run chinook salmon           |
| <input type="checkbox"/> Winter-run chinook salmon   | <input type="checkbox"/> Fall-run chinook salmon             |
| <input type="checkbox"/> Late-fall run chinook salmon  | <input checked="" type="checkbox"/> Longfin smelt            |
| <input checked="" type="checkbox"/> Delta smelt  | <input type="checkbox"/> Steelhead trout                     |
| <input checked="" type="checkbox"/> Splittail  | <input type="checkbox"/> Striped bass                        |
| <input type="checkbox"/> Green sturgeon  | <input type="checkbox"/> All chinook species                 |
| <input type="checkbox"/> Migratory birds   | <input checked="" type="checkbox"/> All anadromous salmonids |
| <input type="checkbox"/> Other: _____  |  |

Specify the ERP strategic objective and target (s) that the project addresses. Include page numbers from January 1999 version of ERP Volume I and II:

The exhibit addresses all of the strategic objectives in the CALFED ERP.

(Reference January 1999 ERP Vol. I and II, Overview P. 3-4)

Indicate the type of applicant (check only one box):

- |  |  |
|--|--|
| <input type="checkbox"/> State agency                    | <input checked="" type="checkbox"/> Federal agency |
| <input type="checkbox"/> Public/Non-profit joint venture | <input type="checkbox"/> Non-profit                |
| <input type="checkbox"/> Local government/district       | <input type="checkbox"/> Private party             |
| <input type="checkbox"/> University                      | <input type="checkbox"/> Other: _____              |

Indicate the type of project (check only one box):

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/> Planning   | <input type="checkbox"/> Implementation       |
| <input type="checkbox"/> Monitoring | <input checked="" type="checkbox"/> Education |
| <input type="checkbox"/> Research   |   |

By signing below, the applicant declares the following:

- 1.) The truthfulness of all representations in their proposal;
- 2.) The individual signing the form is entitled to submit the application on behalf of the applicant (if the applicant is an entity or organization); and
- 3.) The person submitting the application has read and understood the conflict of interest and confidentiality discussion in the PSP (Section 2.4) and waives any and all rights to privacy and confidentiality of the proposal on behalf of the applicant, to the extent as provided in the Section.

Nancy Rogers

Printed name of applicant

Nancy Rogers

Signature of applicant

## **Title Page**

a. **Title of Project:**

**“Water Challenge 2010”:  
An interactive, hands-on environmental education exhibit**

b. **Applicant/principal investigator**

Nancy Rogers, Park Manager  
San Francisco Bay Model Visitor Center  
US Army Corps of Engineers  
2100 Bridgeway Blvd.  
Sausalito, CA 94965  
phone: 415/ 332-3871  
fax: 415/ 332-0761  
e-mail: nrogers@spdmail01.spd.usace.army.mil

c. **Type of Organization and Tax Status:** Federal Government/Exempt

d. **Tax Identification Number and/or Contractor license:** Not Applicable

e. **Participants/Collaborators in Implementation**

The initial phases of the Water Challenge 2010 exhibit are currently being funded by a CALFED 1998 Ecosystem Restoration grant and grants from the US Army Corps of Engineers.

The exhibit content, including the video feedback messages, is being developed with guidance from leading representatives of the three main interest groups (agricultural, urban and environmental) who have a stake in the management of Bay-Delta natural resources.

Our Exhibit Advisory Committee consists of representatives from:

- Water Education Foundation
- City of Sacramento
- State Farm Bureau
- East Bay Municipal Utility District
- The Bay Institute
- Department of Water Resources
- Bureau of Reclamation

## Executive Summary

- a. Project Title: "Water Challenge 2010":  
An interactive, hands-on environmental education exhibit

Applicant Name: San Francisco Bay Model Visitor Center,  
US Army Corps of Engineers

- b. Project Description and Primary Biological/Ecological Objectives:

This proposal seeks additional funding for a traveling environmental education exhibit titled "Water Challenge 2010". This interactive, hands-on exhibit motivates visitors to learn more about the complex issues of the Bay-Delta by providing them with an exciting experience of personally managing Sacramento-San Joaquin Delta water for ecosystem restoration and other beneficial uses. Visitors are challenged to try their hand at apportioning water flowing from a huge tank (representing the total amount of water flowing from the Sierras into the Bay-Delta watershed) into a series of three smaller tanks (representing the water needs of fish and wildlife, cities and industry, agriculture/food production). As they make their water allocation decisions, visitors receive immediate feedback on the consequences of their actions via video monitors built into the exhibit.

The primary biological and ecological objectives of the "Water Challenge 2010" exhibit derive from increasing public awareness, knowledge and appreciation of Bay-Delta natural resources. By demonstrating the effects of Delta water management decisions on fish and wildlife (especially listed species such as anadromous salmonids and delta smelt) as well as on human users, the exhibit will help foster attitudes supportive of both habitat restoration activities and the careful, well-planned use of Bay-Delta natural resources.

- c. Approach/Tasks/Schedule

The Water Challenge 2010 exhibit is being developed and implemented in a series of phased activities, some of which will overlap:

Phase I:	Exhibit Design & Engineering	Mar. 1999 thru Sep. 1999
Phase II:	Audio-Visual Software Development	Jul. 1999 thru Nov. 1999
Phase III:	Exhibit Fabrication	Dec. 1999 thru Apr. 2000
Phase IV:	Installation	May 2000
Phase V:	Exhibit Evaluation & Monitoring	May. 2000 thru Dec. 2000
Phase VI:	Software & Engineering Refinements	Jun. 2000 thru Aug. 2000
Phase VII:	Fabrication of Duplicate Exhibits	Sep. 2000 thru Dec. 2000
Phase VIII:	Original Exhibit On-Tour	Jan. 2001 thru Jan. 2010

- d. Justification for Project and Funding by CALFED

The proposed exhibit facilitates public understanding of the complex issues underlying the CALFED Bay-Delta Program's mission to develop a long-term comprehensive plan that will restore the ecological health and improve water management for beneficial uses of the Bay-Delta system. The exhibit will appeal to all age groups, in rural as well as urban populations, helping to develop an informed citizenry that both appreciates Bay-Delta natural resources and supports their conservation and wise use.

E. *Budget Costs and Third Party Impacts*

Phases I and II of the exhibit have been funded by CALFED with a 1998 ERPP grant (98-H1018). We are now seeking \$50,500 in 1999 CALFED ERPP funding to cover the costs of Phase III (Exhibit Fabrication) and Phase IV (Installation). The US Army Corps of Engineers has committed to funding the Phase V (Evaluation & Monitoring) and the Phase VI (Engineering & Software Refinement) portions of the project. Other agencies and organizations have indicated interest in funding and/or installing duplicate versions of the exhibit.

There are no known adverse third-party impacts from the activities for which we are requesting funding.

F. *Applicant Qualifications*

The San Francisco Bay Model Visitor Center and the US Army Corps of Engineers have extensive experience with the design, implementation and maintenance of exhibit-based environmental education projects.

G. *Monitoring and Data Evaluation*

Although direct ecological and biological monitoring is not applicable in this case, the project does include mechanisms for measuring results. These exhibit performance and visitor monitoring components include quantitative studies (e.g.--How many people begin and finish the exhibit activity? What proportion of visitors to a venue choose to interact with the exhibit?) and qualitative evaluation (e.g.--Selected visitors will be pre-interviewed and post-interviewed to assess how their knowledge and attitudes about Bay-Delta natural resources and the CALFED mission have been affected by their interaction with the exhibit.)

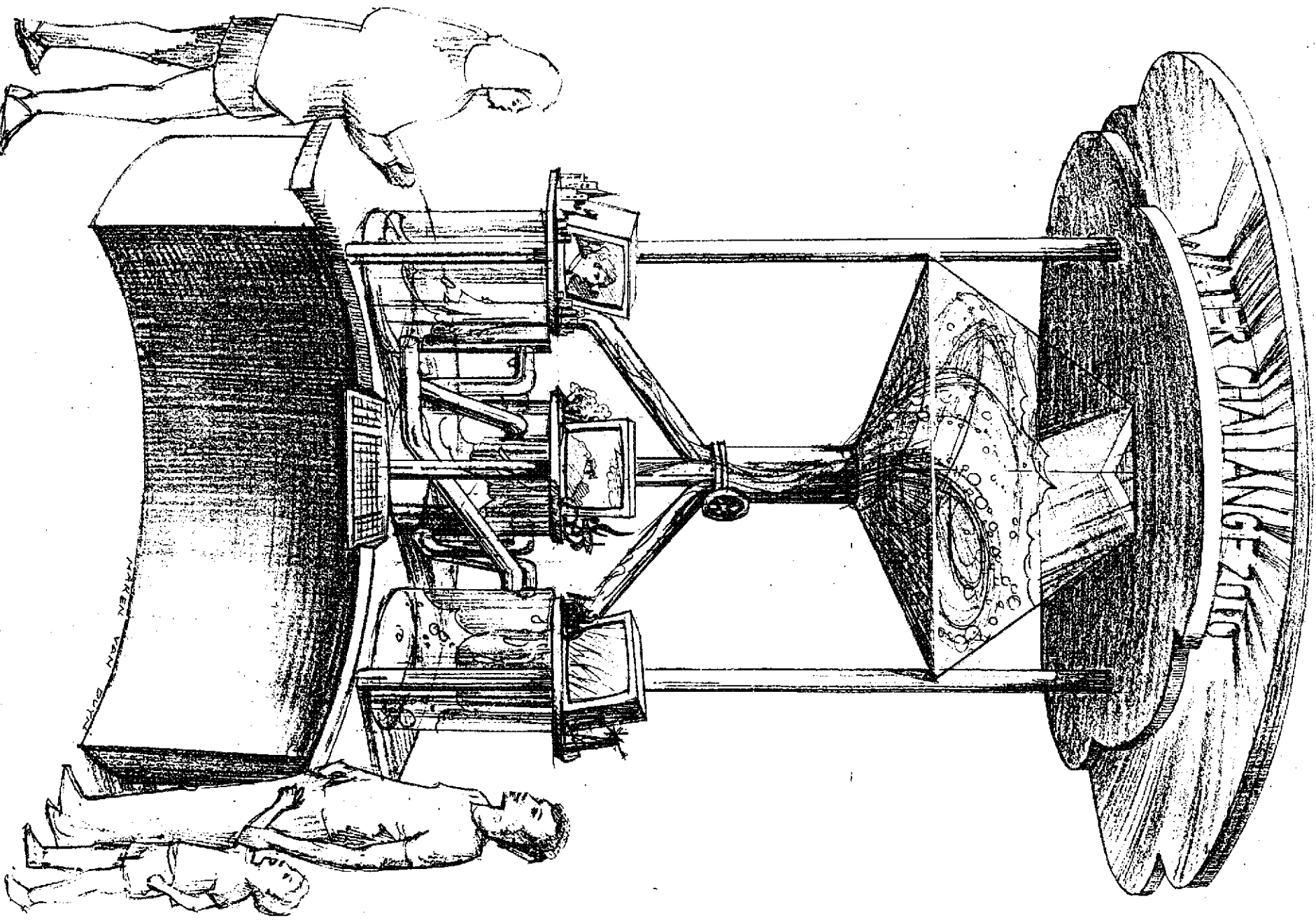
H. *Local Support/Coordination with other Programs/Compatibility with CALFED objectives*

The content and video feedback messages of the exhibit are being developed with input and advice from leading representatives of the three main interest groups (agricultural, urban and environmental) who have a stake in the management of Bay-Delta natural resources. A number of agencies and Organizations concerned with environmental and water issues in the Bay-Delta have expressed support for the project, as well as interest in acquiring and installing duplicate versions of the exhibit.

The exhibit is designed to add an exciting, hands-on component to existing educational programs about natural resource conservation, in general, and the ecological problems in the San Francisco Bay/Sacramento-San Joaquin River Delta in particular. In its initial installation at the Bay Model Visitor Center, the exhibit will be coordinated with educational programs and displays on the Bay-Delta ecosystem, the CALFED program, and human impacts on the Sacramento-San Joaquin River Delta ecosystem. When the exhibit travels (California State Fair, other visitor centers, etc.) and when duplicates of the exhibit are installed at other venues, implementation will be closely coordinated with local groups and their existing environmental education programs.

With its ability to help develop an informed citizenry with positive attitudes about Bay-Delta natural resource conservation, the exhibit directly or indirectly supports all of the CALFED Ecosystem Restoration objectives.

**Proposed Environmental Education Exhibit: Water Challenge 2010**  
*Preliminary Concept Drawing*



## Project Description

### a. Description of the Exhibit

This proposal seeks funding for a traveling environmental education exhibit titled "Water Challenge 2010". This interactive, hands-on exhibit is designed to motivate visitors to learn more about the complex issues of the Bay-Delta by providing them with an exciting experience of personally managing Sacramento-San Joaquin Delta water for ecosystem restoration and beneficial human uses. Visitors are challenged to try their hand at apportioning water flowing from a huge tank (representing the total amount of water flowing from the Sierras into the Bay-Delta watershed) into a series of three smaller tanks (representing the Delta water needs of fish and wildlife, cities and industry, and agriculture/food producers). As visitors make their water allocation decisions, they receive immediate feedback on the consequences of their actions via video monitors built into the exhibit. (*See attached conceptual drawing of the exhibit.*)

The exhibit works by first capturing the attention and interest of its intended audience. The size and unique look of the exhibit architecture, combined with the sound and sight of moving water, attracts people for a closer look. As they approach the central control panel of the exhibit, visitors find themselves facing three Plexiglas tanks. The tank on the left features text and 3-dimensional iconic elements (skyscrapers, homes, factories) labeling it as representing the water need of urban users. The tank in the middle represents the water needs of the Bay-Delta ecosystem and features iconic figures of fish, birds and riparian vegetation. The tank on the right represents agricultural users and features icons of fruit, grain, vegetables and live stock. Mounted above each of the three tanks is a video monitor. Above these is a single, big tank representing the water originating in the watersheds of the Sacramento-San Joaquin Rivers and their tributaries. See-through pipes of various sizes and lengths connect the big tank with the three smaller tanks and the smaller tanks with each other.

Initially all three video screens carry the same message -- an invitation for visitors to "Take The Bay-Delta Water Management Challenge" along with instructions on how to operate the exhibit controls. Visitors will have the option at this point of first viewing a 5 minute, introductory video program on the ERP strategic objectives and the CALFED mission or to immediately begin making their water allocation choices. Once a visitor begins the "game" portion of the interaction, each of the three monitors begins to play separate feedback messages related to impacts on their particular user group. For example, if a visitor is allocating water to the urban tank its monitor shows video on the beneficial uses of that water for urban users: drinking water, landscaping water, factory and office water, etc. At the same time, however, the other monitors are running clips on the problems their users face if they can't get sufficient water. The fish and wildlife monitor, for example, shows the water needs and water supply impacts for key habitats and priority species. The agricultural monitor shows impacts and needs for food production, local farm-based economies and Californians in agriculture.

As visitors receive this feedback they can modify their choices, changing the amount of water flowing into the various tanks and even transferring water between tanks. A computerized system of controls, water pumps, valves and videodisk players -- hidden within the cabinetry of the exhibit -- makes it possible to track the changes made by the visitor and adjust the video feedback messages accordingly.

After a certain period of time and/or visitor inputs, the "game" ends and the visitor is given the opportunity of seeing a customized video clip analyzing the results of their particular Bay-Delta water management decisions. As they learn which users they made happy and who they may have slighted, visitors will also be informed of some of the ways, besides adjusting water allocation, that Delta resources can be better managed to benefit both the ecosystem and human

users. Visitors will also be directed to other sources of information about resource conservation, ecosystem restoration and the CALFED mission

In most venues, more detailed information on these subjects will be available on free-standing, text and photo panels flanking the interactive portion of the "Water Challenge 2010" exhibit. Once visitors have taken the "challenge" their increased level of understanding and interest in the subject will make the information on the flanking exhibits more accessible and personally relevant.

b. Proposed Scope of Work

The Water Challenge 2010 exhibit is being developed and implemented in a series of phased activities, some of which will overlap. Project phases are designed to allow separate funding, if required, by different sources at different times. (Phases I and II, for example, are already funded by CALFED and the US Army Corps of Engineers.) This proposal seeks funding for Phase III (Exhibit Fabrication) and Phase IV (Installation). The Corps and other sources will fund subsequent phases.

**PHASE I: INTERPRETIVE DESIGN & ENGINEERING** *Mar. 1999 thru Sept 1999*

- Step 1 - Stakeholder Input. (Funded by COE)
- Step 2 - Pre-design feasibility studies. (Funded by 1998 ERPP)
- Step 3 - Select Design/Build Contractor. (Funded by COE)
- Step 4 - Project management. (Funded by COE)
- Step 5 - Exhibit Design Development. (Funded by 1998 ERPP)
- Step 6 - Water System Engineering. (Funded by 1998 ERPP)
- Step 7 - Audio-Visual Hardware Engineering. (Funded by 1998 ERPP)

**PHASE II: AUDIO-VISUAL SOFTWARE DEVELOPMENT** *Jul. 1999 thru Nov. 1999*

- Step 1 - Research and Content Development (Funded by 1998 ERPP)
- Step 2 - Scriptwriting. (Funded by 1998 ERPP)
- Step 3 - Production. (Funded by 1998 ERPP)

**PHASE III: EXHIBIT FABRICATION** *Dec. 1999 thru Apr. 2000*

- Step 1 - Exhibit structure. The framework and other key elements of the exhibit structure will be fabricated and assembled. (1999 ERPP funds requested: \$5,000.)
- Step 2 - Water system. The tanks, valves, pumps and piping of the exhibit will be fabricated and installed in the exhibit structure. Preliminary leak tests and engineering checks will be conducted. (1999 ERPP funds requested: \$25,000.)
- Step 3 - AV Hardware & Show Control System. The components of this system will be purchased, modified as necessary and installed in the exhibit structure. (1999 ERPP funds requested: \$14,000.)
- Step 4 - Finishing. The remaining architectural elements of the exhibit will be fabricated, installed, painted, and otherwise developed to a high degree of finish. Signage, text labels and other interpretive elements will be fabricated. (1999 ERPP funds requested: \$2,000.)
- Step 5 - Run-in and testing. All systems will be vigorously tested, separately and in combined operation. Adjustments and refinements will be made as necessary. (Vendor)



**PHASE IV: INSTALLATION *May 2000***

Step 1 - Disassembly and shipping. (1999 ERPP funds requested: \$2,000.)

Step 2 - Reassemble at the Bay Model (Includes final systems check)

(1999 ERPP funds requested: \$2,500.)

Step 3 - Publicity campaign. Bay Model staff and Bay Model Association volunteers will conduct a publicity campaign -- press releases, advance VIP & media tours, etc. -- in advance of the Grand Opening of the exhibit. (Funded by COE)

**PHASE V: PERFORMANCE EVALUATION & MONITORING *May 2000 thru Dec. 2000***

**PHASE VI: SOFTWARE & ENGINEERING REFINEMENTS *Jun. 2000 thru Aug. 2000***

**PHASE VII: PLACEMENT OF DUPLICATE EXHIBITS *Sep. 2000 thru Dec 2000***

**PHASE VIII: TOUR OF OTHER VENUES *Jan 2001 thru Jan 2010***

**c. Location and/or Geographic Boundaries of the Project**

The main focus of the exhibit is on the management of water flowing through the Sacramento River – San Joaquin River delta ecosystem, including the flows from the various tributary watersheds of the Sacramento and San Joaquin rivers. The video feedback messages on the allocation of water for ecosystem needs will show aquatic habitat examples within the flood plains of the major rivers of the Central Valley and their tributaries, as well as water management impacts on the downstream ecosystem of the San Francisco Bay estuary.

Video feedback messages on the allocation of Delta water for agricultural and urban users will feature examples from the Central Valley as well as other geographical areas in California dependent on Delta water.

The initial installation, performance evaluation and content/engineering refinement of the exhibit will take place at the San Francisco Bay Model Visitor Center in Sausalito. This facility serves a high percentage of visitors from throughout Central and Northern California. When the exhibit travels (e.g. - California State Fair) and when duplicates of the exhibit are installed in other Central Valley venues (e.g.- Visitor Centers), the size and geographical diversity of the audience will be greatly expanded.

## **Ecological/Biological Benefits**

### **a. Ecological /Biological Objectives**

The overall experience of interacting with the exhibit is expected to result in visitors coming away with increased awareness and understanding of the complex issues underlying the CALFED Bay-Delta Program's mission of restoring the ecological health and improving the beneficial water management of the Bay-Delta system. In turn, this increased awareness and understanding should translate into stronger attitudes supportive of ecosystem restoration activities, personal participation in conservation programs and personal commitment to wisely use Bay-Delta natural resources.

In particular, the video feedback messages and the flanking text panels of the exhibit will provide visitors with a highly visual, easy-to-understand overview of the key water management-related stressors affecting priority species and habitats. These will include examples of stressors such as hydrograph alternations (inadequate flows, lack of attraction flows, salt water intrusion, etc.) as well as other water management-related stressors such as water temperature, migration barriers, entrainment, loss of riparian zone vegetation, etc.

The video clips and text panels will cover both the impact of these stressors on the key habitat types (tidal perennial aquatic, seasonal wetland aquatic, instream aquatic, shaded riverine aquatic, etc. ) and on the 1st and 2nd tier priority species (winter and spring-run chinook salmon, steelhead trout, delta smelt, green sturgeon, Sacramento late fall-run chinook, longfin smelt, splittail and white sturgeon).

### **b. Extent and Durability of Benefits**

In its initial installation at the San Francisco Bay Model Visitor Center, the exhibit will reach an average of 2,500 visitors a week. In addition, newspaper and television coverage of the exhibit will help carry messages about Bay-Delta ecosystem restoration and the CALFED mission to several hundred thousand other people. When the exhibit begins to travel in the year 2001, and when duplicates of the exhibit are installed in other venues, the number of people directly influenced by the exhibit will be greatly multiplied, as will be the size of the audience reached by exhibit-related media coverage.

On it's ten-year tour and in duplicate installations at other venues, the exhibit will serve as an exciting draw to local audiences, bringing additional people to locations where they can also learn about other ecosystem restoration programs, be exposed to other environmental education messages and have opportunities to learn more about other aspects of the CALFED mission.

### **c. Linkages**

The design and content of Water Challenge 2010 is currently being developed with funding from a 1998 CALFED ERPP grant (Funding agreement received 3/5/99) and grants from the U.S. Army Corps of Engineers. Stakeholder input gathering activities, content research and technical design studies are now underway. We are now seeking additional CALFED funding for exhibit fabrication and installation, as well as funding from other sources for future phases such as tours to other venues throughout Northern and Central California.

Implementation of the CALFED Ecosystem Restoration Plan (ERP), both near term and long term, depends on the support of an informed citizenry. Voters can't be expected to back costly efforts to reduce the factors which degrade habitat or impact species population size and health unless they understand the need and value for these efforts. As described in the 1999 ERP, (Vol. I and II, p. 3-4) all of the ecosystem goals will benefit from the public's understanding of such key exhibit messages as:

- Complexity and interconnectedness are fundamental characteristics of a healthy ecosystem
- Humans are integral components of all ecosystems
- Ecosystem management must be adaptable and accountable.

By increasing public awareness, knowledge and appreciation of Bay-Delta natural resources and ecosystem restoration activities, the "Water Challenge 2010" exhibit helps support all of the actions and goals in the Strategic Plan for Ecosystem Restoration as well as the objectives of similar programs such as the CVPIA Anadromous Fish Restoration Program.

*d. System-Wide Ecological Benefits*

The exhibit will foster support for ecosystem restoration activities throughout the Bay-Delta watershed system.

*e. Compatibility with Non-Ecosystem Objectives*

By providing visitors a personal experience of interacting with CALFED issues, the exhibit will spark a desire on the part of visitors to learn more about CALFED's other objectives, such as water quality, water supply reliability and levee system integrity.

The exhibit is designed to support and work in coordination with other education and public information activities relating to the CALFED mission. It will benefit any third party with an interest in the wise use of natural resources.

## Technical Feasibility and Timing

### *a. Justification For Exhibit Approach*

Although the ecological health of the Bay-Delta system and the beneficial use of its resources are of vital importance to all Californians, the complexity of issues and interests involved serves as a barrier to understanding for many citizens. The "Water Challenge 2010" exhibit answers the need to provide a fast, effective and enticing way for people to grasp the essential issues behind Bay Delta ecosystem restoration and other aspects of the CALFED mission.

Alternative approaches to achieving the same educational objectives have proven either ineffective at capturing audience interest or are limited in the size of the audience they can reach. The "Water Challenge 2010" exhibit, in contrast, employs active learning techniques and audience participation principles that have proven highly effective in helping people understand complex issues and problems. Visitors will have fun as they "learn by doing" -- using critical thinking skills to make choices and receiving immediate feedback on the social, political, scientific and economic realities involved.

### *b. Technical Studies*

The initial conception of the exhibit's interactive features was developed with input from exhibit planners working with the Exploratorium, California Academy of Sciences, U.S. Forest Service and the U.S. Army Corps of Engineers.

Detailed engineering studies for the various water, video and computer control systems are already funded and are currently underway.

## **Monitoring and Data Collection Methodology**

### **a. Monitoring and Data Evaluation**

Although direct ecological and biological monitoring is not applicable in this case, the project does include mechanisms for measuring results. These exhibit performance and visitor monitoring components include quantitative studies (e.g.--How many people begin and finish the exhibit activity? What proportion of visitors to a venue choose to interact with the exhibit?) and qualitative evaluation (e.g.--Selected visitors will be pre-interviewed and post-interviewed to assess how their knowledge and attitudes about Bay-Delta natural resources and the CALFED mission have been affected by their interaction with the exhibit.).

Since a built-in computer controls the various mechanical, audio-visual and hydraulic aspects of the exhibit it is easy to add software that will record the number of people interacting with the exhibit and even track their individual water allocation choices. Other monitoring activities will be conducted by volunteers of the Bay Model Association working under the supervision of a paid professional Visitor Behavior Specialist. These activities will include both non-obtrusive observation and direct visitor contact to determine such evaluative criteria as:

1. Number of exhibit users as a proportion of total visitors to the venue.
2. Number of users finishing the interaction as a proportion of total starters.
3. Average number of "kibitzers" watching each exhibit user.
4. Average length of time each user spends with the exhibit.
5. CALFED ERP awareness of select visitors before and after exhibit interaction.
6. Natural resource conservation attitudes of select visitors before and after exhibit interaction.
7. Intention of select exhibit users to participate in conservation programs and/or wisely use natural resources.

### **b. Data Sharing**

Monitoring and evaluation data will be shared with our peers at other public information/visitor center facilities as well as with the various agencies and organizations supporting the project.

Their feedback will be part of the monitoring review process that will guide us in fine tuning the software and hardware of the exhibit prior to the tour schedule of the original exhibit (California State Fair, etc.) and the installation of duplicate exhibits in other venues.

## Local Involvement

### a. Local Support & Stakeholder Involvement

The exhibit content, including the video feedback messages, is being developed with guidance from leading representatives of the three main interest groups (agricultural, urban and environmental) who have a stake in the management of Bay-Delta natural resources.

We have formed an active Exhibit Advisory Committee to help us develop content and to review exhibit text and scripts as they are developed. The committee currently consists of:

Randy Brown DWR 3251 "S" St. Sacramento, CA 95816 916-227-7531	Randy Kanouse EBMUD 127 11 <sup>th</sup> St., Suite 414 Sacramento, CA 95814 916-443-6948
Liz Brenner City of Sacramento 1395 35 <sup>th</sup> Ave. Sacramento, CA 95822 916-2641406	Dave Kranz Community/News Division State Farm Bureau 2300 River Plaza Dr. Sacramento, CA 95833 916-561-5550
Christine Schmidt Water Education Foundation 717 K Street, Suite 517 Sacramento, CA 95814 916-444-6240	Grant Davis The Bay Institute 55 Shaver, Suite 330 San Rafael, CA 94901 415-721-7680
Marcia Prillwitz Bureau of Reclamation Water Conservation Office 2800 Cottage Way Sacramento, CA 95825	Nancy Rogers Bay Model Visitor Center 2100 Bridgeway Sausalito, CA 94965 415-332-3871

### b. Additional Supporters

In addition to the above agencies and organizations, we have received supportive input on the exhibit from Ducks Unlimited, The Yolo Basin Foundation and Friends of the River.

## Cost

### a. Budget Requested from CALFED

CALFED is being asked to fund the service and acquisition contracts for fabrication and first installation of the exhibit prototype. (Project Phases III and IV --Total requested: \$50,500.)  
*Note that project management, O&M and other costs for these phases are being funded by the US Army Corps of Engineers.*

### b. Schedule

Phase III: Exhibit Fabrication Dec. 1999 thru Apr. 2000

Milestone:

*Approval of run-in test results*

Phase IV: Installation Mid-May 2000

Milestone:

*Approval of on-site test results*

**Table 1 – Cost Breakdown of Additional Funding Sought from CALFED**

Project Phase & Task (step)	Direct Labor Hours	Direct Salary & Benefits	Overhead Labor (General Admin & Fee)	Service Contracts	Material & Acquisition Contracts	Misc. & other Direct Costs	Total Cost
<b>Phase III</b>							
Fabricate Structure					\$5,000		\$5,000
Fabricate Water System					\$25,000		\$25,000
AV Hardware					\$14,000		\$14,000
Finishing & Labels					2,000		2,000
<b>Phase IV</b>							
Shipping				2,000			2,000
Installation				2,500			2,500

**TOTAL FUNDS SOUGHT FROM CALFED      \$50,500.**

**Table 2 –Quarterly Budget of Funding Sought from CALFED**

Task	Quarterly Budget Oct.-Dec 99	Quarterly Budget Jan-Mar 00	Quarterly Budget Apr-Jun 00	Quarterly Budget Jul-Sep 00	Quarterly Budget Oct.-Dec 00	Total Budget
PHASE III Task 1 Fabricate Structure	2,500	2,500				5,000
Task 2 Fabricate Water System	5,000	15,000	5,000			25,000
Task 3 AV Hardware		7,000	7,000			14,000
Task 4 Finishing & Labels		1,000	1,000			2,000
PHASE IV Task 1 Shipping			2,000			2,000
Task 2 Installation			2,500			2,500

**Table 3– Estimated Total Costs of the Project**

*(includes Project Management, O&M and other Costs funded by the US Army Corps of Engineers)*

PHASE I	Exhibit Design & Engineering	\$34,000
PHASE II	Audio Visual Software Development	\$38,500
PHASE III	Exhibit Fabrication	\$48,000
PHASE IV	Installation	\$7,000
PHASE V	Exhibit Evaluation & Monitoring	\$ 5,000
PHASE VI	Software & Engineering Refinements	\$10,000
PHASE VII	Fabrication of Duplicate Exhibits (\$65,000 each)	*TBD
PHASE VIII	Original Exhibit On-Tour (\$5,000 per venue)	*TBD

**Total Cost of Phases I through VI      \$142,500**

*\* Cost of Phases VII and VIII will depend on the numbers of duplicate exhibits ordered and the number of venues scheduled during the tour schedule. Funding sources to be determined.*



## **Cost Sharing**

### ***a. Other Funding Commitments***

On March 5, 1999 the Bay Model received an approved funding agreement (9-AA-20-0032) from the Bureau of Reclamation for \$64,500 to fund Phases I and II of the exhibit. These funds are from the 1998 CALFED ERPP grant.

The US Army Corps of Engineers (COE) has committed to funding the project management costs for all phases of the project, the operation and maintenance costs of the installed exhibit and the evaluation & monitoring, engineering & software refinement phases of the project. Other agencies and organizations have indicated interest in seeking outside funding for duplicate versions of the exhibit or for underwriting the costs of moving the original exhibit to new venues.

COE will cover the costs of the bidding process (preparation of bid documents, bid evaluation and winning bidder selection) involved in contracting the design/build tasks of the project to one of the many pre-qualified exhibit vendors available. Standard US Government competitive bid and evaluation procedures will be followed.

## **Applicant Qualifications**

### **a. The Bay Model Visitor Center**

The San Francisco Bay Model Visitor Center and the US Army Corps of Engineers have extensive experience with the design, implementation and maintenance of exhibit-based environmental education projects.

The Bay Model Visitor Center is one of seven regional visitor centers operated by the Corps of Engineers across the United States. It features a 1.5 acre hydraulic scale model of the San Francisco Bay and the Sacramento/San Joaquin Delta. A staff of scientists and engineers uses this model, and its associated computer modeling component, to study the complex Bay-Delta estuary system. The model also serves as an education tool for professionals, decision makers, educators, students and anyone with an interest in Bay-Delta system.

The Bay Model Visitor Center also features a hands-on learning lab, a variety of interactive, environmental education exhibit areas, an automated video theater and a wide variety of environmental education and public outreach programs. Every year these programs reach thousands of students and adults with Bay-Delta natural resource conservation messages.

The Visitor Center's popular volunteer docent program and a very successful corporate support campaign run by the Bay Model Association multiply the public benefits of environmental education grants made to the Bay Model Visitor Center.

The "Water Challenge 2010" exhibit project will be managed, implemented and maintained by staff of the Bay Model Visitor Center. These professional environmental educators have over 75 years combined experience designing exhibits, managing design/build contracts, developing exhibit content and evaluating exhibit performance.

### **b. Key Personnel**

Key personnel who will be responsible for the project management, implementation and O&M of the Water Challenge 2010 exhibit include:

**Nancy Rogers, Director**  
San Francisco Bay Model Visitor Center  
*BS - Resources Management, Univ. of Montana*

Director since 1991, administers \$2 million budget and supervises 7 staff in the operation and maintenance of 30 acres of government property including the Bay Model Building. Twenty-five years experience in interpretive program development, exhibit development and recreation management for both the National Park Service and US Army Corps of Engineers.

Project Manager on visitor center exhibit design, and content development for two visitor centers with the US Army Corps of Engineers. Served on numerous advisory committees to review exhibit design, interpretive program development for other organizations and agencies.

Eleven year member in the National Association for Interpretation (NAI). Served four years as Regional Deputy Director for NAI and presented workshops and programs on exhibit design, construction and contract development.

**Ron McDonald, Park Ranger/Education Coordinator**  
San Francisco Bay Model Visitor Center  
*BS - Resources Management, Univ. of New York, Albany*  
*MS - Public Administration, Golden Gate University*

Responsible for environmental education and interpretive programs at the Bay Model Visitor Center. Designs and conduct environmental education workshops and acts as liaison between public, school groups, professionals and other agencies. Trains staff and volunteers on effective interpretive techniques. Consults on exhibit design, content and text for the visitor center.

**Chris Gallagher, Senior Park Ranger**  
San Francisco Bay Model Visitor Center  
*AA - Forestry, Unity College, Unity, Maine*  
*BA- Environmental Education, Dominican College, San Rafael, CA*

Fourteen years experience in developing environmental education programs for the National Park Service and the US Army Corps of Engineers. Coordinated teacher workshops, joint partnerships on topics and issues of the San Francisco Bay/Delta estuary.

## **Compliance with Standard Terms and Conditions**

The San Francisco Bay Model Visitor Center of the US Army Corps of Engineers is a federal agency and will comply with all applicable terms and conditions presented in Attachments D and/or E of the February 1999 Proposal Solicitation Package. (Please see attached forms). Any additional compliance forms deemed necessary by CALFED and/or US Department of the Interior will be submitted with the contract package.

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and  
Other Responsibility Matters, Drug-Free Workplace  
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; or use Department of the Interior Form 1954 (DI-1954). (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters -  
Primary Covered Transactions**

*CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.*

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -  
Lower Tier Covered Transactions**

*CHECK IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**PART C: Certification Regarding Drug-Free Workplace Requirements**

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*CHECK ☒ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL*

**Alternate I. (Grantees Other Than Individuals)**

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will —
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted —
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)  
Bay Model Visitor Center

2100 Bridgeway

Sausalito, CA 94965

Check ☐ if there are workplaces on file that are not identified here.

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**PART D: Certification Regarding Drug-Free Workplace Requirements**

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*CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL*

**Alternate II. (Grantees Who Are Individuals)**

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

**ADDITIONAL STANDARD CLAUSES**

**Recycled Materials.** Contractor hereby certifies under penalty of perjury that \_\_\_\_\_ (enter value or "0" here) percent of the materials, goods and supplies offered or products used in the performance of this Agreement meets or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code.

**Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

**Governing Law.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

**Y2K Language.** The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this Agreement are "Year 2000 compliant." For purposes of this Agreement a good or service is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

**Child Support Compliance Act.** For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance therewith, that:

1. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
2. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**Drug-Free Workplace Certification.** By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that: (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

**Antitrust Claims.** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. See Government Code Section 4552.

If an awarding body or public purchasing body received, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code Section 4553.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**Americans With Disabilities Act.** By signing this contract, Contractor assures the state that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Corporate Qualifications To Do Business in California.** Contractor must be currently qualified to do business in California as defined by the Revenue & Taxation Code, Section 23101 unless exempted. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

**Former State Employees:** a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.



## STANDARD CLAUSES - CONTRACTS WITH THE UNITED STATES

**Workers' Compensation Clause.** Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract. This provision shall apply to the extent provided by federal laws, rules and regulations.

**Claims Dispute Clause.** Any claim that Contractor may have regarding the performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty days of its accrual. State and Contractor shall then attempt to negotiate a resolution of such claim and process an amendment to this agreement to implement the terms of any such resolution. However, Contractor does not waive any rights or duties it may have as may be provided by federal laws, rules and regulations.

**Nondiscrimination Clause.** During the performance of this contract, the recipient, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

**Availability of Funds.** Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

**Audit Clause.** For contracts in excess of \$10,000, unless otherwise provided by federal laws, rules or regulations, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

**Payment Retention Clause.** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

**Reimbursement Clause.** If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: Marin County, CA

**Americans With Disabilities Act.** By signing this contract, Contractor assures the State that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Conflict of Interest.** Current State Employees: a) No State officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment. b) No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

**STANDARD CLAUSES -  
INTERAGENCY AGREEMENTS**

**Audit Clause.** For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

**Availability of Funds.** Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

**Interagency Payment Clause.** For services provided under this agreement, charges will be computed in accordance with State Administrative Manual Section 8752 and 8752.1.

**Termination Clause.** Either State agency may terminate this contract upon 30 days advance written notice. The State agency providing the services shall be reimbursed for all reasonable expenses incurred up to the date of termination.

**Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

**Y2K Language.** The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this Agreement are "Year 2000 compliant" For purposes of this Agreement, a good or service is year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

**STANDARD CLAUSES -  
CONTRACTS WITH PUBLIC ENTITIES**

**Workers' Compensation Clause.** Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract.

**Nondiscrimination Clause.** During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

**Availability of Funds.** Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

**Audit Clause.** For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

**Payment Retention Clause.** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

**Reimbursement Clause.** If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: Marin County, CA

**Drug-Free Workplace Certification.** By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that: (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

**Americans With Disabilities Act.** By signing this contract, Contractor assures the State that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Former State Employees:** a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

**STANDARD CLAUSES -****SERVICE & CONSULTANT SERVICE CONTRACTS FOR \$5,000 & OVER WITH NONPUBLIC ENTITIES**

**Workers' Compensation Clause.** Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract.

**National Labor Relations Board Clause.** In accordance with Public Contract Code Section 10296, Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the national Labor Relations Board.

**Nondiscrimination Clause.** During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

**Statement of Compliance.** The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

**Performance Evaluation.** For consulting service agreements, Contractor's performance under this contract will be evaluated after completion. A negative evaluation will be filed with the Department of General Services.

**Availability of Funds.** Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

**Audit Clause.** For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

**Payment Retention Clause.** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

**Reimbursement Clause.** If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: Marin County, CA

**Disabled Veteran Business Enterprise Participation Requirement Audit Clause.** Contractor or vendor agrees that the awarding department or its delegates will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor or vendor agrees to provide the awarding department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. Contractor or vendor further agrees to maintain such records for a period of three (3) years after final payment under the contract. Title 2 CCR Section 1896.75.

**Priority Hiring Considerations.** For contracts in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. (Public Contract Code Section 10353).

**PART E: Certification Regarding Lobbying**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND  
THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT;  
SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL  
LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR  
SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

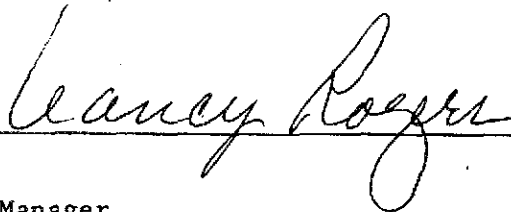
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL



TYPED NAME AND TITLE Nancy Rogers, Park Manager

DATE

4-15-99